

EXHIBIT I



December 6, 2024

RE: Alleged Breach of Management Agreement

Dear Stewart,

We are in receipt of your email dated October 11, 2024, with an undated letter vaguely referencing an alleged breach of the management agreement with Berkeley Charter Education Association, Inc. d/b/a Mevers School of Excellence (BCEA). It appears that the claim is based upon information provided to BCEA from Erskine allegedly in its role as sponsor. As you are aware Charter Schools USA has provided an initial response through a Freedom of Information Act request dated October 16, 2024, to which BCEA belatedly responded with the proverbial legal stiff arm, without providing any of the documents requested. The failure to share the alleged “used reliable information” and the conclusion of a “potential” loss can only lead us to conclude that there is no material breach to address.

Additionally, the premise of your concern is that grant monies were available but unused. This isn’t a breach. Generally, there are many reasons why some grants monies aren’t fully used each year. A substantial amount of funds “claimed as lost” were simply rolled over to and used the following year. Also, the school’s eligibility of certain title funds is determined by the sponsor, usually this eligibility is determined in the previous spring prior to the new school year. In 2021-22 school year eligibility was determined well into the fall semester, leaving little time to fully utilize the grant funds. During the timeframe identified within your letter, the school received nearly two million dollars of Esser funds with a minimum rejected for reimbursement (based upon your letter, a max of \$36,598.58). Lastly, most of grant monies are utilized for additional personal, where an individual leaves the school employ just prior to the end of the year, small amount of the money goes unused. There are more examples but anyone who has experience with grant utilization will appreciate highlights provided above. More importantly, a grant utilization of 95-99% each year is exceptional. We stand ready to provide additional details and explanations once we have an opportunity to analyze your review and the underlying information provided by the sponsor. This response would be applicable to both the Mevers School of Excellence and Berkeley Preparatory Academy.

Based upon the scant allegations provided. there is no material breach of the management agreement and as such there is no breach to remedy or cure. However, we stand ready to review and address any additional documentation and we will continue to request the underlying information which was the cause of BCEA’s concern so that we may continue to provide quality services to the school.

Should you have any additional questions or concerns, please contact me so we may promptly address.

Thank you.



Jon